

**CITY OF MOUNTAIN VIEW  
MEMORANDUM**

DATE: November 30, 2010

TO: Council High-Speed Rail Committee

FROM: Helen Kim, Project Manager

SUBJECT: COUNCIL HIGH-SPEED RAIL COMMITTEE—STAFF UPDATE FOR  
DISCUSSION AT THE DECEMBER 6, 2010 COMMITTEE MEETING

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**1. LETTER TO CONGRESSWOMAN ANNA ESHOO**

The Committee will review the revised letter to Congresswoman Anna Eshoo regarding the High-Speed Rail (HSR) project. At a November 16, 2010 meeting, the City Council recommended the proposed letter be revised. Please see Attachment 1.

**2. ENVIRONMENTAL PROCESS FOR THE HSR PROJECT**

City staff will update the Committee on the information provided by the California High-Speed Rail Authority (CHSRA) on the environmental review process for the San Jose-San Francisco Section.

At recent Technical Working Group and Policymaker Working Group meetings, CHSRA and Peninsula Rail Program staff provided updates on the Draft EIR/EIS schedule and ARRA/Federal funding (Attachment 2). CHSRA staff also reviewed the topics/methodology covered in the environmental process, including noise criteria (Attachment 3).

**3. WORKING WITH OTHER CITIES ON THE HSR PROJECT**

On August 25, 2009, the City Council declined joining the Peninsula Cities Consortium. City staff has been working informally with other city agencies through periodic meetings with Sunnyvale, Palo Alto, VTA, the County, etc.

The Committee will discuss the possibility of working with other cities/groups along the Peninsula Corridor on the HSR project, including the Peninsula Cities Consortium (Atherton, Belmont, Brisbane, Burlingame, Menlo Park and Palo Alto) and Tri-Cities (Burlingame, Millbrae and San Mateo).

**4. INVITATION OF SPEAKERS REGARDING HSR PROJECT TO CITY COUNCIL**

The Committee will discuss the possibility of inviting speakers, including representatives from Caltrain and CHSRA, to the City Council to discuss the High-Speed Rail project, environmental review process, City/Peninsula input process and other topics.

**5. CITY OF SAN JOSE COOPERATION AGREEMENT WITH CHSRA**

The City of San Jose and CHSRA are in the process of developing a Cooperation Agreement regarding their working relationship, visual design and other points regarding the 20-mile stretch of HSR through San Jose and the planned High-Speed Train Station at Diridon Station. This Cooperation Agreement presents one potential strategy for dealing with the CHSRA. A table listing the major deal points is attached (Attachment 4), as is the City of San Jose staff memo and draft agreement (Attachment 5). Staff would like to discuss this approach and the related policy issues with the Committee.

**6. OPEN LETTER ON HSR PROJECT**

The City of Burlingame introduced the "Open Letter on High-Speed Rail" at a November 18 Policymakers Working Group meeting and the San Mateo County City/County Association of Governments (C/CAG). Burlingame invited other cities including Mountain View to consider sending the letter to Governor-Elect Jerry Brown, State and Federal legislators serving the Peninsula and Roelof Van Ark, CEO, California High-Speed Rail Authority.

At a recent meeting with several cities on the Peninsula, Congresswomen Jackie Speier and Anna Eshoo emphasized the need for local cities to agree on a plan for moving forward with High-Speed Rail project. They said the U.S. Department of Transportation will not fund transportation projects until local leaders demonstrate they have a common vision for future transportation.

With the recent announcement that Federal funding for the HSR project has been designated for the Central Valley, there is more time to complete the Draft EIR/EIS for the San Francisco-San Jose section. The additional time will allow the document to be prepared with a thorough analysis of impacts, adequate time for public comments and thoughtful and sensitive mitigations that will enhance the community.

Attached (Attachment 6) is a proposed letter requesting an independent ridership study, an independent review of the budget and business plan for HSR in California, an informed discussion among all relevant parties about the freight issues and opportunities on the Peninsula, and a more thorough vetting of alternatives with adequate analysis of impacts before the Draft EIR/EIS goes forward.

The Committee will discuss the possibility of recommending the City Council approve sending the "Open Letter on High-Speed Rail."

**7. NEXT STEPS**

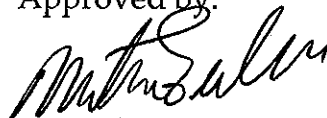
The Committee will discuss next steps in light of the recent announcement that the Draft EIR/EIS will not be released on December 31, 2010.

Prepared by:



Helen Kim  
Project Manager

Approved by:



Michael A. Fuller  
Public Works Director



Melissa Stevenson Dile  
Assistant City Manager

HK/7/PWK  
915-11-30-10M-E^

Attachments



## CITY OF MOUNTAIN VIEW

Office of the Mayor and City Council • 500 Castro Street • Post Office Box 7540 • Mountain View, California 94039-7540  
650-903-6305 • FAX 650-903-6039

November 30, 2010

The Honorable Anna Eshoo  
United States House of Representatives  
205 Cannon House Office Building  
Washington, DC 20515-0514

### CALIFORNIA HIGH-SPEED RAIL PROJECT

Dear Congresswoman Eshoo:

On behalf of the City of Mountain View, I want to thank you for your continued representation of the Bay Area Peninsula concerns regarding the California High-Speed Rail Project. I am writing to ask for your assistance to ensure the High-Speed Rail Project is built through Mountain View in a manner consistent with our General Plan and the character of our neighborhoods.

The City of Mountain View, like many communities along the Peninsula between San Francisco and San Jose, is concerned with the impacts that construction and operation of the High-Speed Rail system will have on our community. The City has provided comments and concerns about the project in letters on the environmental scoping process (February 2009) and on the Preliminary Alternatives Analysis (June 2010), both of which are attached.

The existing rail corridor presently bisects our City, creating a visual and physical barrier within our community. Doubling the width of the corridor with an at-grade train track option only compounds the problem. Therefore, the City Council has expressed a strong preference for a covered trench alternative (Option B1 of Supplemental Alternative Analysis with a cover added) in Mountain View. Negative impacts such as visual, noise and vibration of the high-speed train are greatly reduced with the covered trench. The covered trench provides an opportunity for pedestrian/bicycle paths or other beneficial uses along the corridor. The negative impact to the City's thriving downtown is also diminished.

It has been suggested that cities pay for the cost differential between their preferred design and the least-expensive design. The City is in no position to fund the difference between the likely least expensive at-grade track alternative and the covered trench alternative. I am asking for your help to ensure the High-Speed Rail Project is designed and constructed with the lowest possible impact on our community.

Thank you again for your support of our City.

Sincerely,

Ronit Bryant  
Mayor

RB/HK/7/PWK  
915-11-30-10L-E^

cc: Senator Dianne Feinstein

Senator Barbara Boxer

Governor Arnold Schwarzenegger

Senator Elaine Alquist

Assembly Member Paul Fong

Board of Directors, California High-Speed Rail Authority

Mr. Roelof Van Ark, CEO, California High-Speed Rail Authority

Mr. Dominic Spaethling, Program Manager, California High-Speed Rail Authority

Mr. Bob Doty, Director, Peninsula Rail Program, California High-Speed Rail Authority

Mr. Michael Scanlon, Executive Director, Peninsula Corridor Joint Powers Board

City Council

CM, CA, CC(A), PWD, CDD, APWD, PM—Kim, F/c



### **SF-SJ Section HSR Update**

At the start of 2010, the Federal Railroad Administration (FRA) allocated over \$2 billion in stimulus funds to the California high-speed train project, and in the last few weeks, California received an additional \$715 million in federal funds. Earlier this month, the High-Speed Rail Authority Board, adopted criteria for allocating those funds, as well as the state matching money authorized by Proposition 1A. A section of the high-speed train project between either Merced and Fresno or Fresno to Bakersfield will kick off this statewide project, and put California well on its way to be first in the nation to build a true high-speed rail network.

The decision to fund the Central Valley is a significant initial step for the overall statewide project and reflects a tangible beginning toward meeting voters' mandate to develop a high speed train system in California. For other sections, including the SF-SJ section, we want to be well-prepared to attract future sources of funding whether from the state and federal government or private investors.

As part of its award to the Central Valley, the FRA qualified the SF to SJ section to receive federal high-speed rail funds and specifically designated \$16 million for high speed rail-related improvements in the section. We believe this funding qualification positions the SF-SJ section well for future federal and other funding.

The FRA decision to fund the Central Valley sections first will likely impact the prioritization of the environmental review process for all the high speed rail sections currently under study. This means that the scheduled December 2010 release of the Draft EIR/EIS for the SF to SJ section will need to be rescheduled for a future date.

In partnership with our stakeholders, we will continue to refine the Draft EIR/EIS, further educate the public on the project and the role of the environmental process, and plan for the public comment period that will follow the release of the Draft EIR/EIS. For communities, this means more time learn about the project and to prepare to review and comment on the environmental document. In the meantime, we'll be working to provide as much useful information about the project as possible and keep you informed as to when you can expect the Draft EIR/EIS to be published.

Regards,

Robert Doty  
Director  
Peninsula Rail Program

# WE HEAR YOU

## Key moves to reduce sound impacts:

- › In major urban areas (Bay Area, Los Angeles and San Diego) high-speed trains will mostly run at **125 mph or less**
- › High-speed trains will not have scheduled passenger service between midnight and 5 a.m.
- › Grade-separated system will **eliminate the need for blaring horns**

## **SOUND IS A KEY CONCERN FOR THOSE WHO LIVE OR WORK NEAR A TRAIN.**

- › The Federal Railroad Administration has developed rigorous procedures to measure potential noise impacts.
- › These procedures will guide the California High-Speed Rail Authority as it designs its system to address noise concerns.

## **HIGH-SPEED TRAINS CREATE FOUR KINDS OF SOUND:**

- › Rolling - sound from the wheels as trains move along the tracks.
- › Propulsion - sound from motors and gears that make the train move.
- › Equipment - sound from cooling fans and air conditioners.
- › Aerodynamic - sound from the flow of air moving past the train at high speed.

## **COUNTERACTING SOUND IS A KEY PART OF THE ENVIRONMENTAL REVIEW PROCESS.**

- › The Authority is conducting a detailed environmental review of alternatives for building each segment of the project statewide.
- › Once formal draft environmental impact reports are issued, the Authority will work with the public and local, state and federal agencies to consider feasible mitigation of significant sound impacts.

## **THE REVIEW WILL CONSIDER WHAT PEOPLE WILL HEAR AND WHEN THEY'LL HEAR IT.**

- › The Authority will look at the use of properties nearby (such as homes, schools, churches and libraries, etc.) and examine how a wide variety of factors, like the distance from the tracks, other sources of sound, and the presence of buildings will impact people nearby.

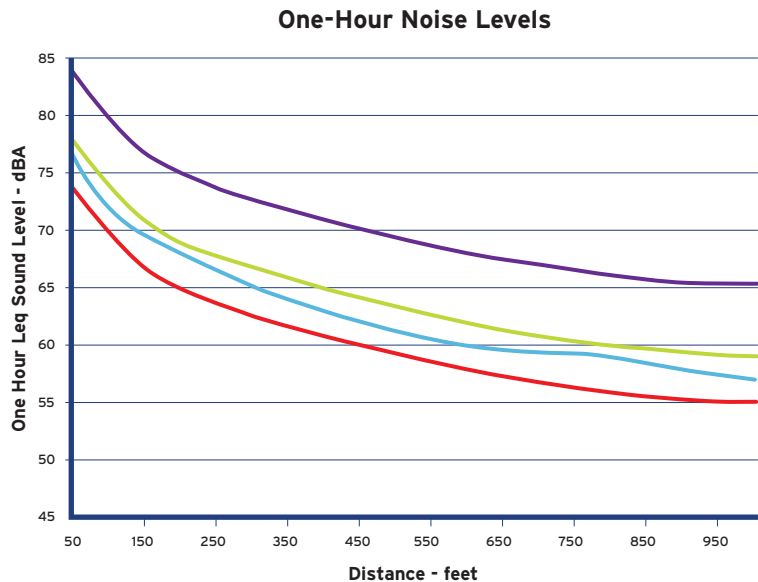
## **THE REVIEW WILL LOOK AT TWO KEY MEASUREMENTS:**

- › Hourly Equivalent Sound Level, which measures the moment-to-moment fluctuations in sound over a single hour - taking into account both the number of trains and the time they take to pass by - the best measure for assessing the impacts on offices, schools and libraries.
- › Day-Night Sound Level, looks at sound fluctuations over a full 24 hours, taking into account the heightened sensitivity in residential areas to sounds made late at night.

## HERE'S WHAT YOU CAN EXPECT:

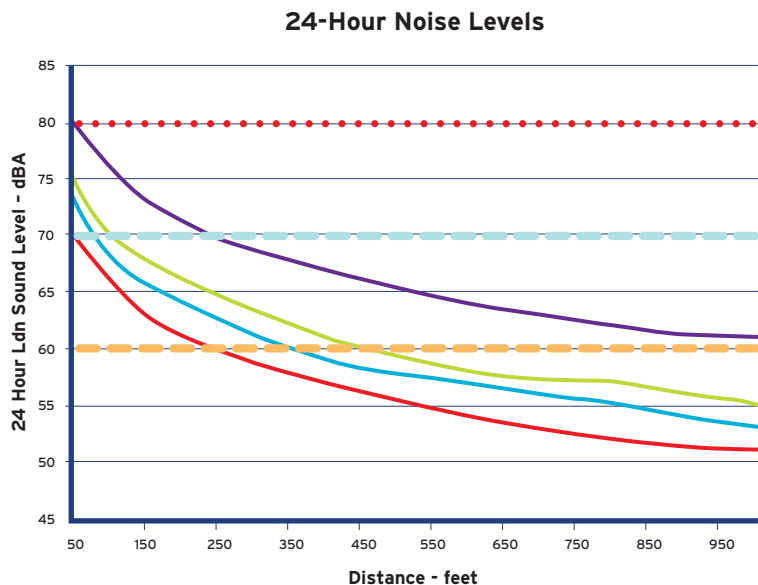
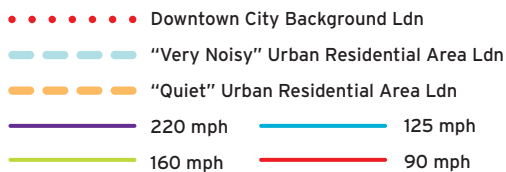
### FOR OFFICES, SCHOOLS AND LIBRARIES:

- In urban and highly developed suburban areas, a high-speed train traveling 125 mph will produce an hourly equivalent sound level of about 73 decibels from a distance of 100 feet - less than a commuter train with a blowing horn.



### FOR RESIDENTIAL NEIGHBORHOODS:

- In downtown city settings, high-speed trains - even at top speed - will be **within the existing noise levels** from traffic and other sources.
- In noisy urban residential areas, high-speed trains - even at top speed - will be **within existing noise levels** for everyone except listeners within 250 feet of the tracks.
- In quiet residential areas, high-speed trains - depending upon speed - **could affect noise levels for listeners within 1,000 feet of the tracks.**





## Learn More!

The California High-Speed Rail Authority has issued a detailed fact sheet aimed at informing communities and residents statewide about sound. It is posted on our website so people can participate in the project planning process.

## Speak up!

Your feedback will help make sure California's high-speed train project becomes a good neighbor to the communities it serves.

## KEEP IN MIND:

### **HIGH-SPEED TRAINS WON'T KEEP YOU UP AT NIGHT.**

- › Unlike freight rail trains, which often run late at night, the high-speed train will not have scheduled passenger service between midnight and 5 a.m.

### **HIGH-SPEED TRAINS ARE GENERALLY QUIETER THAN CONVENTIONAL TRAINS.**

- › Because high-speed trains are electrically powered, there's no noisy diesel engine. A high-speed train has to travel about 150 mph before it makes as much sound as a commuter train at 79 mph.
- › And because California's high-speed trains will be grade-separated (they'll go over or under streets and roads) there's no need for noisy bells or horns.

### **FAST TRAINS MAKE FOR SHORTER SOUNDS.**

- › A high-speed train moving at 220 miles per hour will only be heard for about **four seconds**.
- › A freight train traveling at 30 miles per hour can be heard for **60 seconds**.

### **NEWER TRAIN DESIGNS ARE GETTING QUIETER.**

- › While the federal guidelines are based on trains in use in 1995, newer trains often make substantially less noise.
- › While the Authority is using the federal guidelines for planning purposes, the trains we ultimately put in service will likely be much quieter.

### **ENGINEERING, DESIGN AND MITIGATION MAKE A BIG DIFFERENCE.**

- › Sound engineers and train builders have more than 40 years of experience measuring, evaluating and addressing the noise impacts from high-speed trains - and good mitigation measures are working around the world.
- › For a train traveling less than 160 mph, a six to 12-foot sound barrier will **reduce noise by 5 to 9 decibels** (the human ear perceives a 10-decibel reduction as cutting the sound in half)
- › A train traveling on an aerial structure would produce **1 to 2 additional decibels** of sound.
- › A train traveling in an open trench would produce **5 to 7 decibels** less sound than one at ground level.

# ***SOUND AND CALIFORNIA'S HIGH-SPEED TRAINS***



October 25, 2010

# ***SOUND AND CALIFORNIA'S HIGH-SPEED TRAINS***

- We understand that sound is a key concern.
- The Federal Railroad Administration has rigorous procedures to measure sound that the Authority will follow.
- The Authority will work with the public and partner agencies to consider ways to mitigate significant sound impacts.



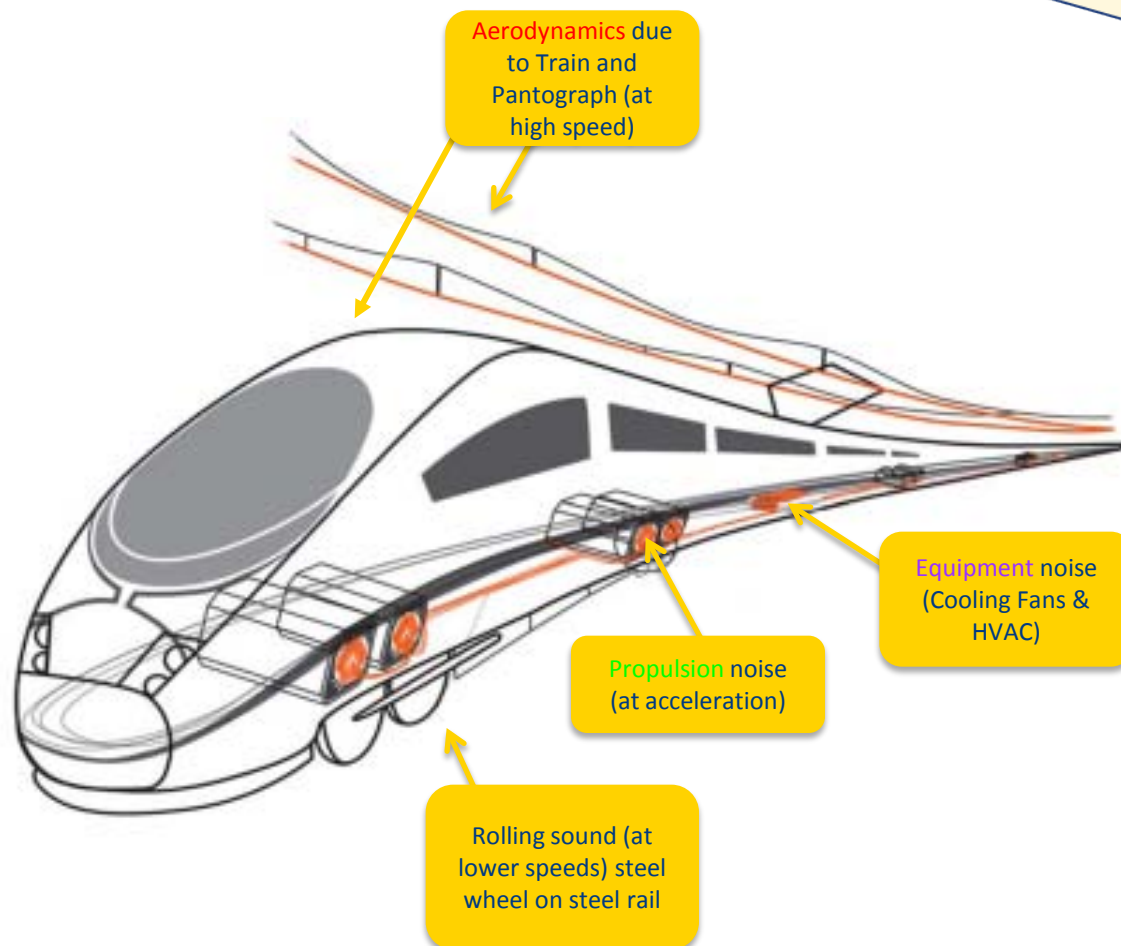
# HIGH-SPEED TRAINS CREATE FOUR KINDS OF SOUND

**Rolling** – sound from the wheels as trains move along the tracks.

**Propulsion** – sound from motors and gears that make the train move.

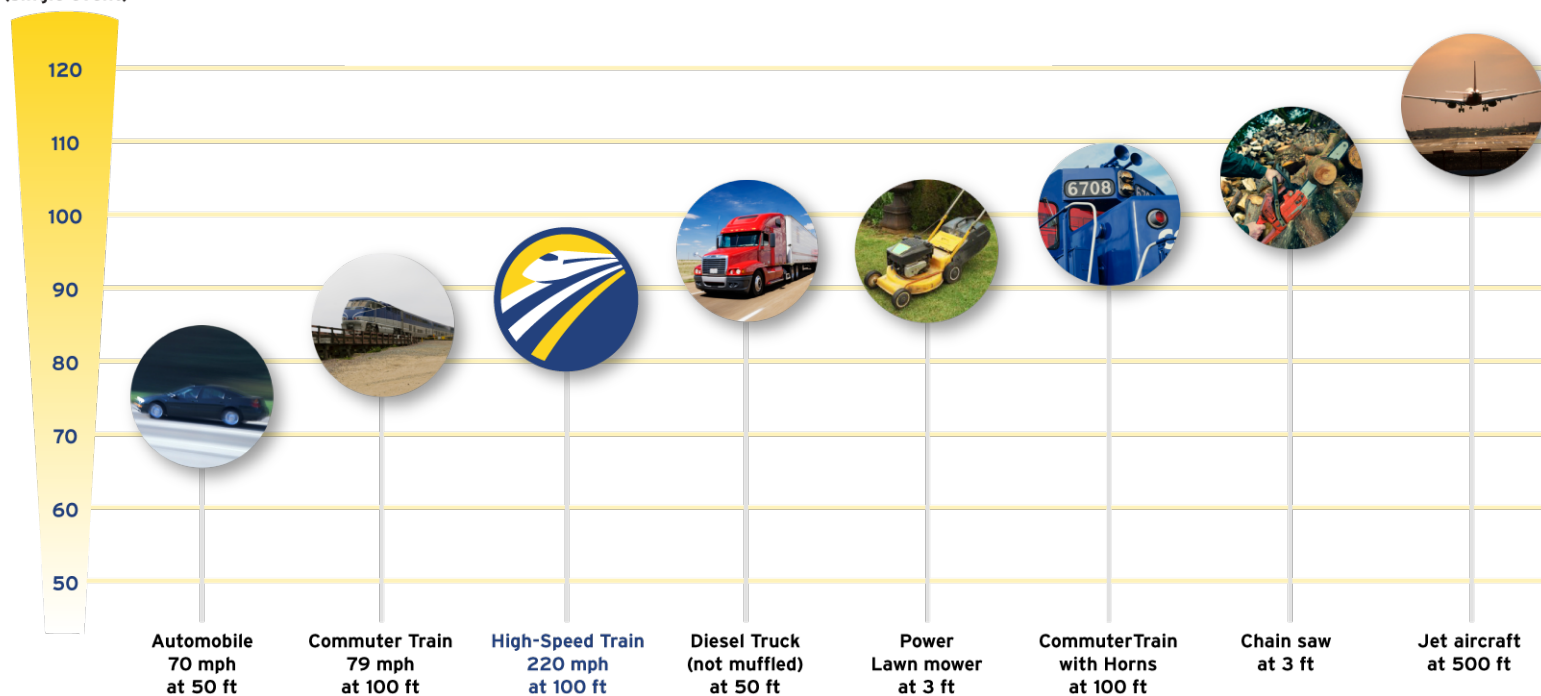
**Equipment** – sound from cooling fans and air conditioners.

**Aerodynamics** – sound from the flow of air moving past the train at high speed.



# HOW DOES THE SOUND FROM HIGH-SPEED TRAINS MEASURE UP?

Maximum level  
in decibels  
(single event)



# THOROUGH ENVIRONMENTAL ANALYSIS

The review will look at two key measurements:



- ***One-Hour Equivalent Sound Level***, which measures the moment-to-moment fluctuations in sound **over a single hour** – taking into account both the number of trains and the time they take to pass by – the best measure for assessing the impacts on offices, schools and libraries.



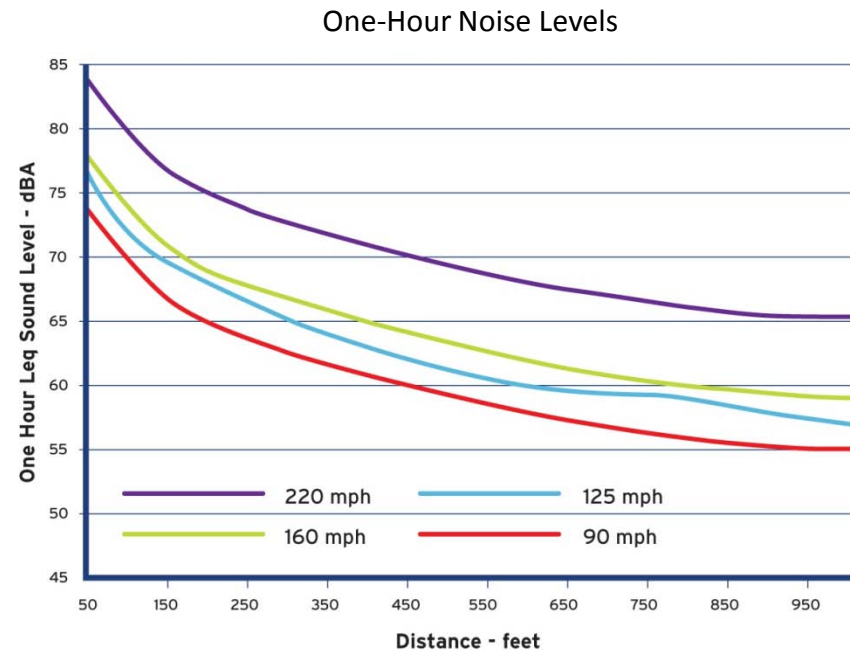
- ***Day-Night Sound Level*** looks at sound fluctuations **over a full 24 hours**, taking into account the heightened sensitivity in residential areas to sounds made late at night.



## HERE'S WHAT YOU CAN EXPECT

### For offices, schools and libraries:

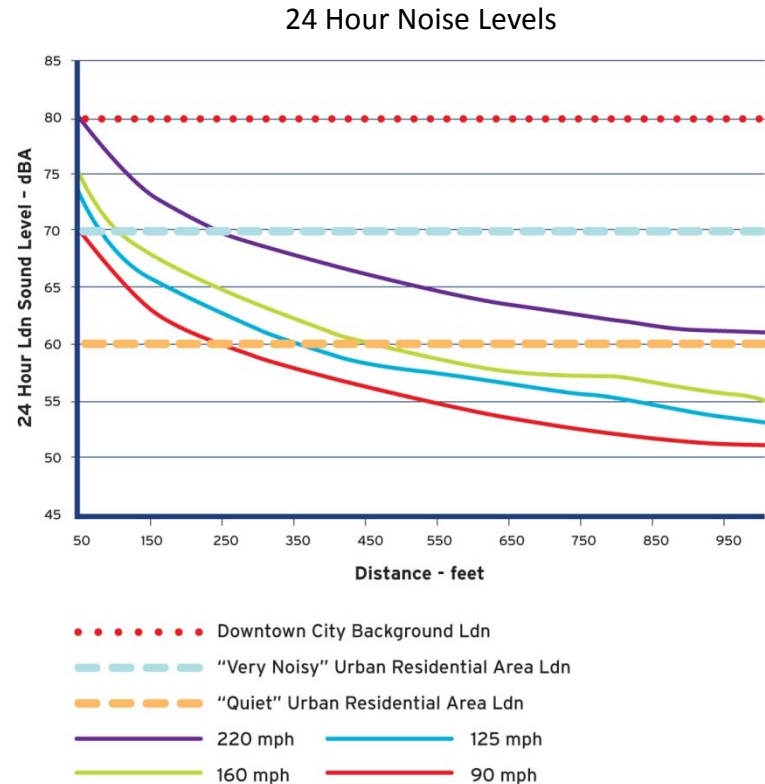
- In urban and highly developed suburban areas, a **high-speed train traveling 125 mph** will produce an hourly equivalent sound level of about **73 decibels from a distance of 100 feet** – less than a commuter train with a blowing horn.



# HERE'S WHAT YOU CAN EXPECT

## For residential neighborhoods:

- In downtown city settings, high-speed trains – even at top speed – will be **within the existing noise levels** from traffic and other sources.
- In noisy urban residential areas, high-speed trains – even at top speed – will be **within existing noise levels for everyone except listeners within 250 feet of the tracks.**
- In quiet residential areas, high-speed trains – depending upon speed – **could affect noise levels for listeners within 1,000 feet of the tracks.**





## ***FAST TRAINS MAKE FOR SHORTER SOUNDS***

A train moving at 220 mph – the top speed of California's high-speed trains – will be heard for about **four seconds**

**By comparison....**

A 50-car freight train traveling at 30 mph can be heard for **one minute**



# COMMITMENT TO SOUND MITIGATION

## Operations

- In major urban areas (Bay Area, Los Angeles and San Diego) high-speed trains will mostly run at speeds of **125 mph or less**.
- High-speed trains won't have scheduled passenger service between midnight and 5 a.m.
- Grade-separated system will **eliminate the need for blaring horns**.

## Technology

- Newer high-speed trains **quieter than earlier models** and conventional trains
- Electrically powered, **no noisy diesel engines**



Rhine River Viaduct, Germany

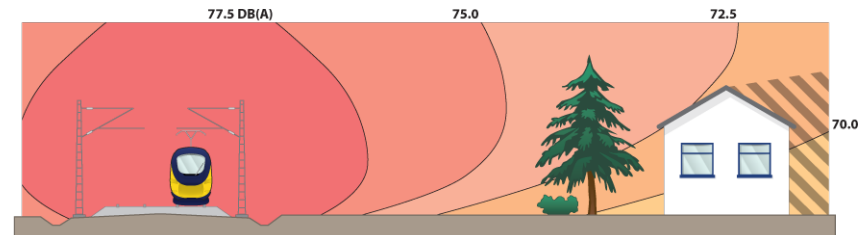


SCNF High-Speed Train System, France

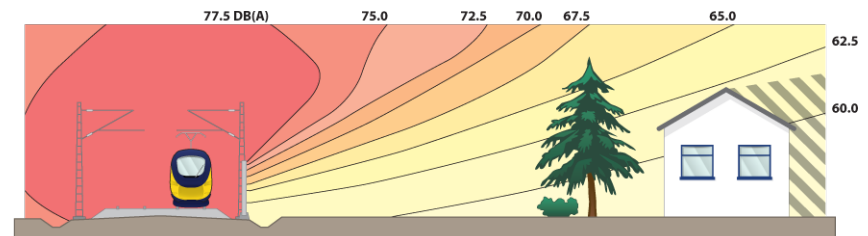
# COMMITMENT TO SOUND MITIGATION

## Engineering and design will make a big difference

- Sound engineers and train builders have over 40 years experience – and good mitigation measures are working around the world.
- For a train traveling less than 160 mph, a six to 12-foot sound barrier will **reduce noise by five to nine decibels** (the human ear perceives a 10-decibel reduction as cutting the sound in half).
- The sound from a high-speed train operating on an aerial structure could be **one or two decibels higher** than at ground level.
- The sound from a high-speed train operating in an open trench could be **five to seven decibels lower** than at ground level.



Noise levels without sound barrier



Noise levels with sound barrier

## ***GET INFORMED AND BE HEARD***

- The California High-Speed Rail Authority has issued a detailed fact sheet and posted it on our website so that people concerned about these issues can understand them and participate in the process.
- Your feedback will help make sure California's high-speed train project becomes a good neighbor to the communities it serves.

[www.cahighspeedrail.ca.gov](http://www.cahighspeedrail.ca.gov)

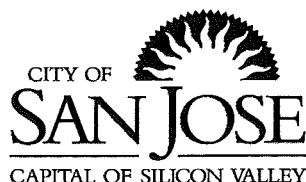


Draft Cooperative Agreement between City of San Jose and CHSRA

	Giving	Getting
City of San Jose	<ul style="list-style-type: none"> <li>Intention to support aerial alignment of HSR in Downtown</li> <li>Agreement to reduce Monterey Highway in South SJ</li> <li>Facilitating development of Diridon Station</li> <li>Cooperating regarding Land Use adjacent to Diridon</li> </ul>	<ul style="list-style-type: none"> <li>Acknowledgment by CHSRA of SJ as “creative and cultural center of Silicon Valley</li> <li>Acknowledgment by CHSRA of City’s standards for high quality architecture, public art and urban design (i.e. City Hall and San Jose Airport)</li> <li>Visual Design Guidelines in Final environmental document</li> <li>Architectural Concept Plans (30%) including construction materials and finishes</li> <li>Visual Design Guideline revision must be approved by City</li> </ul>
CHSRA	<ul style="list-style-type: none"> <li>Agrees to seek City review and comment on any policies, guidelines, concepts or designs relating to the proposed HST system in San Jose.</li> <li>In preparing project level EIR/EIS, take into account and coordinate with technical studies and proposed improvements prepared by the City as part of the Diridon Station Area Plan</li> <li>Freely share information on a timely basis to ensure opportunities for meaningful City and neighborhood review and comment.</li> <li>Jointly conduct public outreach, City taking the lead.</li> </ul>	<ul style="list-style-type: none"> <li>Efficient project delivery</li> <li>Certainty in resolution of issues</li> <li>No veto power of City</li> <li>City’s intent to work as cooperatively as possible to expedite all City review of the draft visual design guidelines and architectural plans.</li> <li>Review and comment on any policies, guidelines, concepts or land use plans related to HST system in San Jose</li> <li>Review and comment on all phases of development and adoptions of Diridon Station Area Plan.</li> <li>Intent that litigation be avoided as a method of dispute resolution for this agreement.</li> </ul>

Distributed on:

OCT 20 2010

by City Manager's Office  
*Memorandum***TO:** HONORABLE MAYOR AND  
CITY COUNCIL**FROM:** Hans F. Larsen**SUBJECT: CALIFORNIA HIGH-SPEED  
TRAIN PROJECT – DRAFT  
COOPERATION AGREEMENT****DATE:** 10-19-10

Approved

Date

10/20/10

**INFORMATION**

The purpose of this memorandum is to share with the City Council, and to make available for public review, the draft Cooperation Agreement developed with the California High Speed Rail Authority (CHSRA) addressing the visual design of the High Speed Train (HST) project in San Jose and with a particular focus on a proposed aerial alignment in the Downtown San Jose area. A copy of the draft agreement is attached.

The agreement was developed based on City Council direction provided on September 14, 2010 that sought to: complete a binding agreement that ensures the City have approval authority relative to the project design and construction materials for a proposed aerial alignment in the Downtown San Jose area; and to address design and noise impacts in the Monterey Highway area. The proposed language for the agreement was developed and negotiated over the past month and included direct participation from City Attorney Rick Doyle and CHSRA Chief Executive Officer Roelof van Ark.

**Guiding Principles**

The principles and shared objectives that guided development of the agreement include the following:

- Project implementation is based on mutual collaboration and each party acting reasonably.
- The primary City objective is to ensure the visual elements of the project will be designed and constructed to a high quality standard and is subject to City Council approval. The CHSRA and City will jointly conduct community outreach to solicit input on design issues and preferences.
- The primary CHSRA objective is that the implementation process allows for efficient project delivery and certainty in the resolution of issues involving a progressive process of meetings, mediation, and binding decision making (if necessary). Through State statutes,

the CHSRA has the responsibility to plan, design and construct the HST project and they need to retain certainty in their ability to effectively deliver the project. The consideration of a local agency having “veto authority” over implementation of the project is not acceptable to the CHSRA.

The draft agreement discloses the physical presence the proposed HST project will have in San Jose. The alignment traverses San Jose for a distance of approximately 20 miles. For a three-mile segment in the Downtown San Jose area, an elevated trackway is proposed with heights in the range of 50 to 60 feet, and includes an elevated Diridon Station with an elevated station canopy. In addition, the agreement acknowledges Downtown San Jose as the “creative and cultural center of Silicon Valley” and the City’s standards for high quality architecture, public art, and urban design as reflected in recent public projects like the San Jose City Hall and the Mineta San Jose International Airport.

It is staff’s opinion that the draft agreement provides a strong and binding commitment from the CHSRA that the HST project in San Jose will be designed and implemented in manner that meets the City’s goals for community compatibility and quality visual design.

#### CHSRA Commitments Ensuring a Quality Design Acceptable to City

The draft agreement specifies a sequential process for developing and mutually approving a high quality visual design for the HST project. The implementation steps are as follows:

- **Visual Design Guidelines Incorporated into Final Environmental Document** – The CHSRA will prepare Visual Design Guidelines (VDG) for the entire 20-mile San Jose project area and incorporate them into the final environmental documents for the HST project. The Visual Design Guidelines will address concepts and options for structures, column spacing, general architecture, materials, landscaping, lighting, and public art opportunity areas. The visual Design Guidelines are to be approved by the City Council and CHSRA Board. Based on the planned implementation schedule for HST project, the Visual Design Guidelines would be completed in 2011.
- **Architectural Concept Plans** –The CHSRA will prepare final Architectural Concept Plans for the selected construction segments of the project. These are generally regarded as 30% drawings and will include renderings of the final visual appearance for key features of the project, including the selection of construction materials and finishes. The Architectural Concept Plans are to be approved by the City Council.
- **Visual Design Changes Require City Approval** – The CHSRA will complete the final design plans and build the project in accordance with the approved Visual Design Guidelines and Architectural Concept Plan. Any changes that affect the visual design must be approved by the City.



10-19-10

**Subject: California High-Speed Train Project – Draft Cooperation Agreement**

Page 3 of 3

- **Aesthetic Design Review Panel** – The City and CHSRA will form an Aesthetic Design Review Panel (ADRP) to provide professional advisory services for development of Visual Design Guidelines, Architectural Concept Plans, and as needed to review potential changes during final design and construction. The three-member ADRP will include one City selected member, one CHSRA selected member, and one mutually selected member.
- **Dispute Resolution Process** – If the City Council and CHSRA Board do not mutually approve the Visual Design Guidelines or Architectural Concept Plans, the City Mayor and CHSRA Board Chair and with support of their staff and the ADRP, shall work to mediate differences. If no agreement is reached, the ADRP will act as a binding decision maker to resolve differences.

#### City Commitments to CHSRA

As a demonstration of the mutual partnership in supporting a quality HST project in San Jose in a cost and schedule efficient manner, San Jose's commitments to the CHSRA include the following: an intention to support an elevated HST alignment in the Downtown area having a quality visual design, support for reducing the width of Monterey Highway in south San Jose, facilitating development of an integrated Diridon Station, and consultation with CHSRA on land use in the Diridon Station area.

#### Next Steps

On October 13, 2010, the Rules and Open Government Committee approved scheduling City Council actions on the HST project for November 16, 2010. Prior to the Council meeting, the CHSRA is planning to complete a written response to the September 29, 2010 letter from the San Jose Downtown Association and co-signed by eleven community leaders requesting answers to questions primarily related to the CHSRA's assessment that a tunnel option in the Downtown area is "unfeasible and impractical". Also, a HST community meeting has been scheduled for: Thursday, November 4, 2010, 6:00 p.m. to 8:00 p.m., in the San Jose City Hall Wing Conference Room.

The next report to the CHSRA Board addressing Downtown San Jose design issues is proposed to occur on December 2, 2010.

/s/

HANS F. LARSEN

Acting Director of Transportation

For more information, please contact Hans Larsen at (408) 535-3835.

Attachment



**MASTER COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF SAN JOSE  
AND THE CALIFORNIA HIGH SPEED RAIL AUTHORITY  
RELATING TO THE PROPOSED HIGH SPEED TRAIN PROJECT  
THROUGH SAN JOSE**

THIS AGREEMENT ("Agreement") dated \_\_\_\_\_, 2010, for purposes of reference, is made and entered into by and between the CALIFORNIA HIGH SPEED RAIL AUTHORITY, a state agency ("CHSRA"), and the CITY OF SAN JOSE, a municipal corporation of the State of California ("City"). Hereinafter, CHSRA and City may be individually referred to as "Party" or collectively referred to as "Parties".

**RECITALS**

- A. The proposed California High Speed Rail project is an 800-mile High Speed Train (HST) system connecting the major metropolitan areas of the State of California. California voters passed Proposition 1A in 2008 to approve \$9.95 billion in bonds to support development of a HST system in California. The CHSRA is the state entity established in 1996 responsible for planning, constructing, and operating the 800 mile HST system and has authority under California Public Utilities Code Section 185036 to enter into cooperative agreements with local governments.
- B. CHSRA in partnership with the Federal Railroad Administration ("FRA") has completed and certified a Revised Program EIR/EIS for the proposed HST system, and has identified a preferred network alternative including an alignment and station in San José for further study in project EIR/EISs. The HST project EIR/EISs include study of proposed HST facilities to traverse the City of San José for a distance of approximately 20 miles and a HST station at the existing Diridon Transit Center located in Downtown San José.
- C. City has long publicly supported the implementation of a HST system to connect the major metropolitan areas of California and directly serve San José with a station at Diridon Station in Downtown San José via the Pacheco Pass. City and Silicon Valley companies have a strong interest in the completion of the HST system to provide a fast and frequent transportation service within California. The CHSRA has conducted extensive community outreach in the San José area to date. The input received has shaped CHSRA's evolving plans so as to accommodate public concerns.
- D. Downtown San José is considered the creative and cultural center of Silicon Valley and the City has sought to create a world-class visual design environment for the Downtown San José area through a combination of high quality architecture, public art and urban design. Examples of recent projects that represent the San José's

standards for quality architecture include the San José City Hall and the Norman Y. Mineta San José International Airport.

- E. City intends to support a proposed HST alignment that includes an elevated HST system through the Downtown San José area, provided that the visual design of the proposed elevated HST facilities be of high quality and consistent with visual design guidelines and architectural concept plans as set forth in this Agreement. CHSRA recognizes the importance of City support for CHSRA's evaluation and ultimate selection of an alignment through San José and desires to work with the City to gain City support for an elevated HST system through the Downtown San José area.
- F. CHSRA is evaluating an alignment alternative for the HST project that includes an elevated profile with trackway elevations in the range of about 50 to 60 feet for approximately a 3-mile segment in the Downtown San José area, including an elevated Diridon Station with a station canopy. The height of such an alignment through Downtown San José would have a visual presence in the skyline for Downtown San José and adjacent neighborhoods, if it were to be selected and approved by the CHSRA. The City desires an architectural design treatment for such facilities that takes a number of factors into consideration, such as public art, landscaping, lighting, materials options, design features, and others, in order to address concerns of the City and residents.
- G. CHSRA is committed to providing a high quality visual design solution and agrees that it is in the public interest for the CHSRA to design and construct HST facilities in San José in a mutually beneficial manner based upon shared objectives, taking into account the City's aesthetic preferences and the Authority's obligations and constraints related to planning, mitigation, engineering, performance, funding and operational requirements.
- H. CHSRA and the City acknowledge that collaboration, compromise, and good faith on the part of all parties are necessary for the process set forth in this Agreement to work to the satisfaction of both parties.
- I. City acknowledges that CHSRA, in entering into this Agreement, is not admitting to the existence of significant impacts or the need for any mitigation resulting from the future selection of HST facility locations, and the construction and operation of a HST system in San José, but is doing so in the spirit of cooperation with the City and its residents.
- J. City and CHSRA, in recognition of the mutual benefit to be derived from the proposed HST system through San José, desire to enter into a binding written agreement that provides for cooperation in aesthetic design of the elevated HST system in San José and in land use planning for the area around Diridon Station. This Cooperation Agreement is in keeping with the spirit of that separate

Memorandum of Understanding among multiple parties (including the Parties hereto, and the Peninsula Joint Powers Board and the Valley Transportation Authority) related to planning for Diridon Station expansion.

Now, therefore, the parties agree as follows:

1. PROJECT DESCRIPTION AND BACKGROUND

- A. In 2009, the CHSRA issued “Notices of Preparation” for project-level EIR/EISs and preliminary engineering for the HST project, and solicited input on HST alternatives and issues for study in the project EIR/EISs. For San José, two separated but coordinated project EIR/EISs were initiated covering the sections from (i) San Francisco to San José Diridon Station and (ii) San José Diridon Station to Merced. Draft environmental impact reports are currently being prepared for both these HST sections, which reports and related actions may proceed on different schedules as the Authority determines.
- B. CHSRA currently is considering the following alignments for analysis in project EIR/EISs consistent with the preferred network alternative identified for San José in Authority Resolution #HSRA 11-11: (i) at-grade next to Caltrain corridor in the Monterey Highway and Communications Hills areas; (ii) aerial along the 87/280 corridor in the Tamien and Gardner areas; (iii) aerial in or near the Caltrain corridor in the Downtown to Taylor area; and (iv) aerial or tunnel near the Caltrain corridor north of Taylor to the Santa Clara city limits. CHSRA staff has evaluated and is evaluating other alignments and no final decisions on HST alignments and stations have been made; such decisions will be made soon after CHSRA certifies associated environmental impact reports.
- C. In June 2010, the CHSRA staff released its Preliminary Alternatives Analysis Report addressing the Downtown San José alignment and recommended withdrawing the tunnel option from further study and assessing that option as impractical based on construction risks, poor soil, high groundwater, extensive surface disruption, lengthy construction schedule, very high construction cost, and impacts to the planned BART project.
- D. On August 31, 2010, City staff recommended to the City Council in a memorandum that an aerial alignment (rather than a tunnel alignment) serves San José’s best overall interests, provided the project has a high quality visual design and the Parties enter into a cooperative agreement approved by the City Council that addresses the City’s concerns regarding noise and visual presence. City Council directed City staff at its meeting on September 14, 2010 to negotiate with CHSRA to develop and complete a binding cooperative agreement for Council consideration.

- E. For Downtown San José, the Preliminary Alternatives Analysis Report recommends study of an aerial alignment that consists of an elevated trackway approximately 50 to 60 feet high, with an overhead electrification system adding another 25 feet in height, mostly within existing transportation corridors along the Caltrain and Route 87/280 interchange area.
- F. City would support the recommended aerial alignment for Downtown San José provided that the Parties enter into this Agreement.

## 2. COOPERATION

- A. The Parties agree to continue to work cooperatively throughout the preparation of CHSRA's Project Level EIR/EIS for the San Francisco to San José and San José to Merced segments. In preparing its Project Level EIR/EIS, CHSRA will take into account and coordinate with, to the extent it is appropriate to do so, the other technical studies and proposed improvements which have been prepared or will be prepared by City as part of the Diridon Station Area Plan.
- B. The Parties recognize that realistic planning for the future HST system in San José will best occur through cooperation and coordination among all of the agencies having responsibilities to address public transportation needs in San José, including the Peninsula Joint Powers Board and the Valley Transportation Authority. Staff of City and CHSRA agree to cooperate fully and work collaboratively to freely share information, as appropriate, on the planning and design of the proposed HST facilities in San José on a timely basis to ensure opportunities for meaningful City and neighborhood review and comment.
- C. CHSRA and City shall jointly conduct a public outreach process with San José community and key stakeholders to identify values, issues, opportunities and general design preferences. City shall take the lead in identifying appropriate community venues and stakeholders. Each Party agrees to encourage public awareness and involvement in the environmental process and design of the proposed HST system in San José. The outreach shall seek to obtain community input during development of the visual design guidelines and architectural plans for the proposed HST facilities in San José.
- D. The Parties will meet within thirty (30) days of the full execution of this Agreement to discuss the timing and implementation of this Agreement.
- E. Each Party agrees to cooperate and coordinate with the other Party, its staff, contractors, consultants, and vendors providing services required under this

Agreement to fulfill the terms, conditions, and obligations under this Agreement.

- F. The Parties agree to work diligently together and in good faith, using their best efforts, to resolve any unforeseen issues and disputes arising out of the performance of this Agreement.
- G. This Agreement will set the framework for potential subsequent cooperative agreements as the proposed HST project continues through the planning, design, and construction phases to address specific issues that may arise at a later date.

### 3. CHSRA COMMITMENTS

- A. CHSRA reaffirms its commitment to work cooperatively with City in the planning, construction, and operation of the proposed HST system in San José. CHSRA agrees to seek City review and comment on any policies, guidelines, concepts, or designs relating to the proposed HST system in San José.

#### B. VISUAL DESIGN GUIDELINES

CHSRA staff will work with City staff and shall prepare visual design guidelines for the entire proposed HST system in San José. The guidelines shall address HST structures, such as aerial viaducts and bridges, including such topics as the mass of structures, column spacing, general architectural concepts, material options, landscaping concepts, lighting, and public art opportunity areas. The guidelines must respect that some functional and engineering elements of the HST system (such as the overhead catenary system, for example) must be consistent across the state for the system to work properly, safely and consistently. In addition, the Parties may consult and seek input from the Aesthetic Design Review Panel (“ADRP”) described in paragraph 5.A. below in developing the visual design guidelines. The guidelines will be used to facilitate the architectural plan and final design for the HST project in San José. The guidelines will be presented to the City Council and the CHSRA Board for their respective reasonable approval at least 60 days before a Final Project EIR/EIS for the San Francisco to San José segment or the San José to Merced segment is presented to the CHSRA Board for certification, whichever is earlier. If within 30 days the City Council and the CHSRA Board do not approve the guidelines, then the guidelines will be referred to the ADRP, and within 15 days the ADRP shall provide to the CHSRA and the City a written recommendation resolving the outstanding issues and suggesting appropriate reasonable final guidelines. Upon receipt of the ADRP recommendation, the City Mayor and the CHSRA Board Chair, supported by their respective staff, shall continue to work over

the subsequent 15 days to develop final guidelines supported by both Parties; each Party agrees to be reasonable in pursuing concurrence on the guidelines. Revised guidelines, if necessary, shall be presented to the City Council and CHSRA Board for their respective reasonable approval within 60 days of the first presentation. If the City Council and CHSRA Board have not approved a mutually-acceptable set of design guidelines by the time a Final EIR/EIS is presented to the CHSRA Board for certification, the CHSRA may proceed with EIR certification and related decisions, and the Parties will continue to seek agreement on the guidelines. If after consideration of the ADRP recommendation and after further refinement by the work of the CHSRA Board Chair and the City Mayor, assisted by their respective staff, the final guidelines are not accepted by the City Council or the CHSRA Board, the parties will refer any outstanding issues not resolved by the refined guidelines to the ADRP, and within 15 days the ADRP will provide a final written recommendation to resolve the outstanding issues and to incorporate the resolution into the guidelines. The final recommendation of the ADRP shall stand and the City Council and CHSRA Board shall be deemed to accept the final ADRP-recommended guidelines, unless either the Parties subsequently, by mutual written agreement, modify the approved guidelines with the concurrence of their respective City Council and Board. Nothing in this paragraph shall be construed as limiting the CHSRA's discretion in any manner to evaluate potential environmental effects of HST facilities in San José, to develop any required associated mitigation measures or to consider and approve project alternatives, all as required by CEQA.

#### C. ARCHITECTURAL CONCEPT PLANS

After the visual design guidelines have been finalized as discussed above, CHSRA staff shall prepare Architectural Concept Plans (as defined below) ("ACP") for the HST facilities in San José consistent with the approved visual design guidelines pursuant to Section 3.B. CHSRA need not prepare ACPs for all HST facilities in San José at once, but rather may prepare them in groups and staggered in time. In preparing the ACPs, the CHSRA staff shall work with City staff, and the Parties may consult the ADRP and seek opinion and input to assist the Parties in identifying design solutions consistent with the visual design guidelines and the mutual objectives of the Parties. The approved ACPs shall be the basis for more detailed engineering drawings and ultimately construction documents for the HST system in San José. The CHSRA will work with the City to set forth a review schedule. The ACPs will be presented to the City Council and the CHSRA Chief Executive Officer ("CEO") for their respective reasonable approval at least 60 days before the Authority expects to make a final decision on such plans. If within 30 days either Party does not approve the ACPs as presented, the City Mayor and the CHSRA CEO, supported by their respective staff, shall continue to work over the subsequent 30 days to develop ACPs supported by both Parties; each

Party agrees to be reasonable in pursuing concurrence on the ACPs. During this 30-day period, the Parties also shall obtain a written recommendation from the ADRP regarding an appropriate set of ACPs that are reasonable and are consistent with the final design guidelines; such recommendation shall include, if possible, ways to segregate in the ACPs aesthetic items from basic system elements necessary to meet performance and operational needs of the HST system, such that the Parties could continue to work toward agreement and refinement of aesthetic items, while not delaying the Authority in moving forward with design and contracting. Revised ACPs, if necessary, shall be presented to the City Council and CHSRA CEO for their respective reasonable approval within 60 days of the first presentation. If the City Council and CHSRA CEO have not approved a mutually-acceptable set of ACPs within 60 days of first presentation, the parties will refer any remaining issues not resolved by the revised ACPs to the ADRP, and within 15 days the ADRP will provide a final written recommendation to resolve the outstanding issues and to incorporate the resolution in the revised ACPs. The recommendation of the ADRP shall stand, and the City Council and CHSRA CEO agree to accept the final ADRP-recommended ACPs, unless either the Parties subsequently, by mutual written agreement, modify the approved ACPs. As used in this Agreement, "Architectural Concept Plans" shall mean industry standard architectural renderings sufficient to identify general size and scale, elevation, shape and approximate color, finish treatment, and aesthetic aspects of the Authority's chosen construction materials to the extent such materials are typically addressed as an industry standard in design documents such as the ACPs; these are generally regarded in the industry as thirty percent (30%) drawings.

**D. FINAL DESIGN REVIEW**

CHSRA agrees that all project final architectural plans, engineering design plans and construction drawings and documents shall be consistent with the approved ACPs set forth in Section 3.C. above. CHSRA staff shall work with City staff to set forth a review schedule. CHSRA staff shall provide City staff the opportunity for review of design and construction drawings and documents to verify that they are consistent with the approved ACPs. City staff has the authority to review for consistency; City Council review or opinion is not required. If the Parties are in disagreement at any time regarding consistency of final plans, drawings and documents with the ACPs, the Parties immediately shall seek a written determination from the ADRP, which determination shall be presented to the CHSRA CEO and the City staff. If any issues remain unresolved between the CHSRA CEO and the City staff, the ADRP determination shall be accepted as to those issues.

**E. CHSRA agrees to construct the proposed HST facilities in San José consistent with the approved final project architectural plans, engineering**

design plans, and construction drawings and documents discussed in this Section 3. CHSRA will consult City before approving any material changes or modifications during project construction that alter aesthetic or visual elements of the approved project in San José, including but not limited to, changes to the mass of structures, column spacing, colors, textures, aesthetic aspects of the Authority's chosen construction materials, and lighting. Any material change to aesthetic or visual elements of HST facilities during the construction process, except changes necessary to meet HST operational or engineering requirements, must be mutually approved by the Parties, unless the CHSRA and the City agree in writing otherwise with regard to any specific proposed changes as appropriate to achieve the purposes of this Agreement. Any dispute between the Parties regarding whether an aesthetic change is consistent with the approved ACPs shall be referred to the ADRP for a reasonable written determination from the ADRP, which the Parties shall accept.

#### 4. CITY COMMITMENTS

- A. The proposed HST system through San José may include the reduction in the width of a portion of Monterey Highway in order to accommodate the proposed HST project and City has been working with the State of California on the relinquishment of Monterey Highway that will assist CHSRA in the planning and construction of the project through San José. City will continue to work with the CHSRA towards the implementation of HST through San José, including assisting in the possible reduction of lanes for a portion of Monterey Highway.
- B. City has received funding from the Metropolitan Transportation Commission and Santa Clara Valley Transportation Authority to develop a Diridon Station Area Plan. City will continue to lead efforts to develop an integrated Diridon Multi-Modal Transit facility as part of the Diridon Station Area Plan.
- C. City affirms its intent to work as cooperatively as possible with CHSRA to expedite all City review of the draft visual design guidelines and architectural plans in a timely manner.
- D. City affirms its commitment to work cooperatively with CHSRA in the development and preparation of the Diridon Station Area Plan and any other plans or plan amendments related to land use planning near proposed HST facilities in the San José Downtown area. City agrees to seek CHSRA review and comment on (1) any policies, guidelines, concepts, or land use plans or plan amendments related to land use planning near the proposed HST system in San Jose, and (2) all phases of the development and adoption of the Diridon Station Area Plan.



- E. Nothing in this Agreement is intended to obligate the City to provide funding from City revenues for any activity other than staff participation under this Agreement and one half of any costs for the participation of the third member of the ADRP as provided in Section 5.A. below.

## 5. MUTUAL COMMITMENTS

- A. The Parties will form the Aesthetic Design Review Panel within ninety (90) days of full execution of this Agreement to provide assistance in the implementation of this Agreement. The ADRP shall consist of the following: (1) one person with appropriate architecture, design, engineering or planning experience designated by the City, (2) one person with appropriate architecture, design, engineering or planning experience designated by the CHSRA CEO, and (3) one person selected together by the CHSRA CEO and the City Mayor from a candidate list compiled jointly by the City's representative on the ADRP and the CHSRA's representative on the panel. The ADRP may function without the mutually selected third member, but such member must be designated before the ADRP may make any written recommendation or determination under the procedures specified in this Agreement. Each Party shall bear the cost of its own representative. The Parties shall attempt to secure the services of the third panelist free of charge to either Party; if this is not possible the Parties shall share the cost of the third representative.
- B. The Parties agree that, following the execution of this Agreement, they will convene to discuss the process by which CHSRA will develop the visual design guidelines and ACPs discussed herein.
- C. Each Party, and by extension the ADRP, agrees to act reasonably in the implementation of this Agreement. Each Party agrees that it will not unreasonably withhold approval of the visual design guidelines, ACP, or final architectural/engineering/construction documents or plans. The Parties agree that the interpretation of reasonable action under this Agreement shall take into account that the City desires high quality visual design for the elevated HST facilities in San José, and that HST facilities must be fit for the purpose for which they are designed as measured by international standards of practicability in the high-speed rail industry, must meet HST engineering, and operational needs, must be consistent with the Authority's legal obligations and limitations, including Proposition 1A and CEQA, and, to take reasonable cost into consideration.

## 6. GENERAL PROVISIONS

- A. No Delegation. This Agreement is not intended to constitute a delegation by one party to the other of any of that party's responsibilities, duties, or obligations

arising from any applicable law, including, without limitation, the National Environmental Policy Act, the California Environmental Quality Act, the California High-Speed Rail Act, or the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century. Under no circumstances shall City or CHSRA have authority or power to pledge the credit of the other public entity to this Agreement or incur obligation(s) in the name of the other public entity.

B. No Third Party Beneficiary. This Agreement shall not be construed or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any causes whatsoever.

C. Term of Agreement. This Agreement shall become effective upon full execution of the Agreement and shall remain in effect through December 31, 2020, unless otherwise mutually altered by the Parties in writing.

D. Parties' Representatives. The Chief Executive Officer of CHSRA or his/her designee is hereby made the representative of CHSRA for all purposes under this Agreement, unless CHSRA Board approval or other action is required. The Director of the Department of Transportation for City or the Director's designee is hereby made the representative of City for all purposes under this Agreement.

E. Indemnification. Pursuant to California Government Code Section 895.4, each PARTY hereto shall fully defend, indemnify and hold harmless the other PARTY, its officers, governing body, employees, assigns and agents, from liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of anything done or omitted to be done by any of the parties under or in connection with any work, authority or jurisdiction allegedly delegated to the parties under this Agreement. No officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the parties under or in connection with any work, authority or jurisdiction delegated to the parties under this Agreement. Each party is responsible for its own conduct and actions. Although this agreement does not create any agency relationship as between the parties, does not in any way constitute an authorization by any party to any other party that work be done, and does not constitute a delegation by any party to any other party of any authority or jurisdiction, in the even suit is brought against one party (the "first party") based on the alleged acts or omissions of another party (the "second party"), the second party shall indemnify and hold harmless the first party from any liability for such alleged acts or omissions.

F. No Waiver. The failure of either Party to insist upon the strict performance of any of the terms, covenant and conditions of this Agreement shall not be deemed a waiver of any right or remedy that either Party may have, and shall not be deemed a waiver of their right to require strict performance of all of the terms,

covenants, and conditions thereafter.

G. Notice. Any notice required to be given by either Party, or which either party may wish to give, shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

To CHSRA: California High Speed Rail Authority  
Roelof van Ark, Chief Executive Officer  
925 L Street, Suite 1425  
Sacramento, CA 95814

With a copy to: Office of the Attorney General  
1300 I Street, 15th Floor  
Sacramento, CA 94814  
Attn: James Andrew

To CITY: City of San José  
Hans Larsen, Acting Director  
Department of Transportation  
200 E. Santa Clara Street, 8<sup>th</sup> Floor Tower  
San Jose, CA 95113-1905

With a copy to: City Attorney  
City of San José, Office of City Attorney  
200 E. Santa Clara Street, 16<sup>th</sup> Floor Tower  
San Jose, CA 95113

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the United States mail.

H. Dispute Resolution. If a question arises regarding interpretation of this Agreement or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation shall give written notice thereof to the other Party. The Parties shall promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.

I. Mutual Remedies. It is agreed that in the event of litigation the Parties agree to undertake settlement efforts in good faith and seek a speedy resolution of any claim of breach of this Agreement by any Party. Either party may seek any remedy at law or in equity to the extent available under applicable law.

J. Governing Law. This Agreement shall be construed and its performance

enforced under California law.

K. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter contained therein and supersedes all prior or contemporaneous agreements, representations and understandings of the Parties relative thereto.

L. Amendments. Future amendments to this Agreement shall be processed by mutual written agreement of the Parties. Unless otherwise provided herein, any amendments to this Agreement must be approved by City's City Council and by the CHSRA. Whenever possible, notice to amend this Agreement shall be provided ninety (90) calendar days prior to the desired effective date of such amendment.

M. Warranty of Authority to Execute Agreement. Each Party to this Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.

N. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

O. Counterparts. This Agreement may be signed in multiple counterparts, each of which will be considered an original, and all of which will be considered one and the same document.

P. Appropriation. CHSRA obligations under this Agreement shall be valid and enforceable only to the extent sufficient funds are appropriated by the Legislature and made available to the CHSRA in the Budget Act of the appropriate fiscal year for the purposes of this program. In addition, CHSRA obligations under this agreement are subject to any additional limitations, requirements or conditions enacted by the Legislature that affect the provisions or terms of this agreement, or the funding of activities pursuant to this agreement in any manner.

**WITNESS THE EXECUTION HEREOF** the day and year first hereinabove set forth.

“CITY”  
City of San José  
a municipal corporation

“CHSRA”  
California High Speed Rail Authority

By: \_\_\_\_\_

By: \_\_\_\_\_  
Lee Price, MMC  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Johnny V. Phan  
Deputy City Attorney

By: \_\_\_\_\_  
Counsel

Date: \_\_\_\_\_

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November 30, 2010

**To:** Governor-Elect Jerry Brown, State and Federal Legislators Serving the Peninsula and California High Speed Rail Authority Board

**Subject:** Resetting the planning process for Caltrain and the high speed rail project on the San Francisco Peninsula

The City of Mountain View is committed to working collaboratively to build better transportation solutions on the San Francisco Peninsula. We understand the desirability for cities on the Peninsula to reach general agreement on a transportation vision that will guide the Peninsula into the future.

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By working together, we will have greater influence on how to improve both Caltrain and high speed rail. We will attract more federal and state funding, as well as private investment, when we agree upon the plan we have for transportation in our respective communities.

Now that preliminary high speed rail funding has been designated for the Central Valley, we have the time to complete the planning process the right way.

Our city requests:

1. An independent ridership study, which is essential to inform the scope of the design alternatives. For example, it may dictate whether we need two tracks or four tracks in some areas – options that have tremendous cost and design ramifications. This analysis is vital and we ask for it to be completed as quickly as possible.
2. An independent review of the budget and business plan for high speed rail in California. Planning for this project must be grounded in reality.
3. An informed discussion among all relevant parties about the freight issues and opportunities on the Peninsula. Freight has environmental benefits for our communities, but there are design constraints that need to be resolved. We want an open dialogue directly with the freight operators and freight customers to develop solutions and build a consensus along the corridor.

4. A more thorough vetting of alternatives, with adequate analysis of impacts, before the Draft Environmental Impact Report (EIR)/[Draft Environmental Impact Statement \(DEIS\)](#) goes forward. There must be agreement between our city and the California High Speed Rail Authority on the final alternatives that are studied in the Draft EIR. There is no need to rush completion of the EIR, [rather the document should be prepared with thorough analysis, adequate time for public comment and thoughtful and sensitive mitigations that will enhance the community](#). This document should be a viable plan that has the full support of our city.

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<#>Restoration of the alignments that our city prefers most in the Alternatives Analysis. If our desired alternatives are excluded from the Alternatives Analysis, there is no real opportunity for creative problem solving around both design and funding.¶

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We understand that other Peninsula cities may be expressing common recommendations.

[Sincerely,](#)

[Ronit Bryant](#)  
[Mayor](#)

[cc: City Council](#)

[Mr. Roelof Van Ark, CEO, California High-Speed Rail Authority Board](#)

[Mr. Dominic Spaethling, Regional Manager, California High-Speed Rail Authority Board](#)

[Mr. Bob Doty, Director, Peninsula Rail Program, California High-Speed Rail Authority Board](#)

[Peninsula Corridor Joint Powers Board](#)

[Mr. Michael Scanlon, Executive Director, Peninsula Corridor Joint Powers Board](#)  
[Santa Clara Valley Transportation Authority Board](#)

[CM, CA, City Clerk, PWD, CDD, APWD, PM—Kim, F/c](#)

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